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CV07-07812 FMC (MANx)

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22 IN THE UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA
24 WESTERN DIVISION
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LODGED
CLERK, U.S. DISTRICT COURT

NOV 29 2007

CENTRAL DISTRICT OF CALIFORNIA
CLERK, U.S. DISTRICT COURT

1 UNITED STATES OF AMERICA and
2 THE STATE OF CALIFORNIA,

3 Plaintiffs,

4 v.

5 CREFTCON INDUSTRIES;
6 ENVIRONMENTAL LIGHTING FOR
7 ARCHITECTURE, INC.; E.W. SMITH
8 CHEMICAL COMPANY; EXIDE
9 TECHNOLOGIES, INC. (GNB
10 BATTERIES, INC.); GREAT LAKES
11 CHEMICAL CORPORATION
12 (successor to HYDROTECH
13 CHEMICAL CORP.); THATCHER
14 COMPANY OF CALIFORNIA (f/k/a
15 COMMERCE CHEMICAL
16 COMPANY); LAWRENCE S. GRAY,
17 Sr. TRUST UDT 71180; LAWRENCE
18 S. GRAY, Jr. SEPARATE PROPERTY
19 TRUST; MACKLANBURG-DUNCAN
20 COMPANY OF CALIFORNIA, INC.;
21 PNEUMO ABEX LLC (successor to
JENSEN KELLY CORPORATION);
OLTMANS CONSTRUCTION CO.;
OLTMANS INVESTMENT
COMPANY LLC; MOLONEY
INVESTMENT CO.; THE HANNAH
CO.; THE RAMSER FAMILY TRUST,
DATED SEPTEMBER 18, 1989; THE
PHILIP S. RAMSER FAMILY
TRUST, DATED JUNE 29, 1989;
TEXTRON, INC.; TRIO METAL
STAMPING, INC.; TROPICANA
PRODUCTS, INC.; YORT, INC. (f/k/a
TROY LIGHTING, INC., successor to
TRAKLITING, INC.) and JJI
LIGHTING GROUP, INC.,

22 Defendants.
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Civil Action No. _____

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the State of California Department of Toxic Substances Control ("DTSC"), have filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, and Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, seeking performance of response actions and reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Puente Valley Operable Unit ("PVOU") of the San Gabriel Valley Superfund Site, Area 4, Los Angeles County, California (the "Site").

B. This Consent Decree provides for the reimbursement of a portion of the United States' Past Response Costs and a portion of the State DTSC's Past Response Costs at this Site by the following corporate entities: Creftcon Industries; Environmental Lighting for Architecture, Inc.; E.W. Smith Chemical Company; Exide Technologies, Inc. (GNB Batteries, Inc.,); Great Lakes Chemical Corporation (successor to Hydrotech Chemical Corp.); Thatcher Company of California (f/k/a Commerce Chemical Company); Gray Trust Interests (Lawrence S. Gray, Sr. Trust UDT 71180 and Lawrence S. Gray, Jr. Separate Property Trust); Macklanburg-Duncan Company Of California, Inc.; Pneumo Abex LLC (successor to Jensen Kelly Corporation); Oltmans Interests (Oltmans Construction Co., Oltmans Investment Company LLC, Moloney Investment Co., and The Hannah Co.); Ramser Properties (The Ramser Family Trust, Dated September 18, 1989 and The Philip S. Ramser Family Trust, Dated June 29, 1989); Textron, Inc.; Trio Metal Stamping, Inc.; Tropicana Products Inc.; Yort, Inc. (f/k/a Troy Lighting, Inc., successor to Trakliting, Inc.) and JJI Lighting Group, Inc.

1 C. By entering into this Consent Decree, Settling Defendants do not
2 admit liability to or arising out of the transactions or occurrences alleged in the
3 Complaint or to any other person related to the Site.

4 D. The United States, the State DTSC, and Settling Defendants agree,
5 and this Court by entering this Consent Decree finds, that this Consent Decree has
6 been negotiated by the Parties in good faith, that settlement of this matter will
7 avoid prolonged and complicated litigation between the Parties, and that this
8 Consent Decree is fair, reasonable, and in the public interest.

9 THEREFORE, with the consent of the Parties to this Decree, it is
10 ORDERED, ADJUDGED, AND DECREED:

11 II. JURISDICTION

12 1. This Court has jurisdiction over the subject matter of this action
13 pursuant to 28 U.S.C. §§ 1331 and 1345, 42 U.S.C. §§ 6973, 9606, 9607, and
14 9613(b), and also has personal jurisdiction over Settling Defendants. Settling
15 Defendants consent to and shall not challenge entry of this Consent Decree or this
16 Court's jurisdiction to enter and enforce this Consent Decree.

17 III. PARTIES BOUND

18 2. This Consent Decree is binding upon the United States, the State
19 DTSC, and upon Settling Defendants and their beneficiaries, heirs, successors, and
20 assigns. Any change in ownership or corporate or other legal status, including but
21 not limited to, any transfer of assets or real or personal property, shall in no way
22 alter the status or responsibilities of Settling Defendants under this Consent
23 Decree.

24 IV. DEFINITIONS

25 3. Unless otherwise expressly provided herein, terms used in this
26 Consent Decree which are defined in CERCLA or in regulations promulgated
27 under CERCLA shall have the meaning assigned to them in CERCLA or in such
28 regulations. Whenever the terms listed below are used in this Consent Decree, the

1 following definitions shall apply:

2 a. "Basin-wide Response Costs" shall mean costs, including but
3 not limited to direct and indirect costs, including accrued Interest, that the United
4 States has paid for basin-wide (non-operable unit) response actions in connection
5 with the San Gabriel Valley Superfund Sites, Areas 1- 4.

6 b. "CERCLA" shall mean the Comprehensive Environmental
7 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.
8 § 9601, et seq.

9 c. "Consent Decree" shall mean this Consent Decree.

10 d. "Day" shall mean a calendar day. In computing any period of
11 time under this Consent Decree, where the last day falls on a Saturday, Sunday, or
12 federal holiday, the period shall run until the close of business of the next working
13 day.

14 e. "DOJ" shall mean the United States Department of Justice and
15 any successor departments, agencies, or instrumentalities of the United States.

16 f. "DTSC" shall mean the State of California Department of Toxic
17 Substances Control and any successor departments or agencies.

18 g. "Effective Date" shall mean the date of entry of this Consent
19 Decree.

20 h. "EPA" shall mean the United States Environmental Protection
21 Agency and any successor departments, agencies, or instrumentalities of the United
22 States.

23 i. "EPA Hazardous Substance Superfund" shall mean the
24 Hazardous Substance Superfund established by the Internal Revenue Code,
25 26 U.S.C. § 9507.

26 j. "ESD" shall mean the Explanation of Significant Differences
27 issued by EPA on June 14, 2005 for the Record of Decision.

28 k. "Facility" shall mean the Site.

1 l. "Future DTSC Response Costs" shall mean all costs, including
2 but not limited to Oversight Costs, direct and indirect costs, and Basin-wide
3 Response Costs allocated to the Site, including Interest, that the State DTSC pays
4 or incurs for the Response Work at the Site after the date of entry of this Consent
5 Decree.

6 m. "Future Response Costs" shall mean all costs, including but
7 not limited to Oversight Costs, direct and indirect costs, and Basin-wide Response
8 Costs allocated to the Site, including Interest, that the United States or any third
9 party pays or incurs for the Response Work at the Site after the date of entry of this
10 Consent Decree.

11 n. "Interest" shall mean interest at the applicable rate specified for
12 interest on investments of the Hazardous Substance Superfund established by
13 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance
14 with 42 U.S.C. § 9607(a).

15 o. "Oversight Costs" shall mean all direct and indirect costs,
16 including Interest, that the United States or the DTSC incurs in connection with
17 monitoring and supervising performance of the Response Work by other persons.

18 p. "Owner Settling Defendant" shall mean each of the following
19 Settling Defendants that owns and/or controls access to any property located within
20 the Site: Creftcon Industries; Exide Technologies, Inc. (GNB Batteries, Inc.); Gray
21 Trust Interests (Lawrence S. Gray, Sr. Trust UDT 71180 and Lawrence S. Gray, Jr.
22 Separate Property Trust); Oltmans Interests (Oltmans Construction Co., Oltmans
23 Investment Company LLC, Moloney Investment Co., and The Hannah Co.);
24 Thatcher Company of California (f/k/a Commerce Chemical Company); and
25 Tropicana Products, Inc.

26 q. "Paragraph" shall mean a portion of this Consent Decree
27 identified by an Arabic numeral or an upper or lower case letter.

28 r. "Parties" shall mean the United States, the State DTSC and the

1 Settling Defendants.

2 s. "Past DTSC Response Costs" shall mean all costs, including but
3 not limited to Oversight Costs, direct and indirect costs, and Basin-wide Response
4 Costs allocated to the Site, including Interest, that the State DTSC has paid or
5 incurred at the Site through and including the date of entry of this Consent Decree.

6 t. "Past Response Costs" shall mean all costs, including but not
7 limited to Oversight Costs, direct and indirect costs, and Basin-wide Response
8 Costs allocated to the Site, including Interest, that the United States or any third
9 party has paid or incurred at the Site through and including the date of entry of this
10 Consent Decree.

11 u. "Plaintiffs" shall mean the United States and the State of
12 California Department of Toxic Substances Control.

13 v. "Record of Decision" or "ROD" shall mean the September 30,
14 1998 EPA Interim Record of Decision for the Puente Valley Operable Unit (Area
15 4) of the San Gabriel Valley Superfund Sites, Areas 1-4.

16 w. "Response Work" shall mean the design and implementation of
17 any remedial measures, including the operation and maintenance thereof,
18 encompassed within the Record of Decision as modified by the ESD.

19 x. "Section" shall mean a portion of this Consent Decree identified
20 by a Roman numeral.

21 y. "Settling Defendants" shall mean Creftcon Industries;
22 Environmental Lighting for Architecture, Inc.; E.W. Smith Chemical Company;
23 Exide Technologies, Inc. (GNB Batteries, Inc.); Great Lakes Chemical Corporation
24 (successor to Hydrotech Chemical Corp.); Thatcher Company of California (f/k/a
25 Commerce Chemical Company); Gray Trust Interests (Lawrence S. Gray, Sr. Trust
26 UDT 71180 and Lawrence S. Gray, Jr. Separate Property Trust); Macklanburg-
27 Duncan Company Of California, Inc.; Oltmans Interests (Oltmans Construction
28 Co., Oltmans Investment Company LLC, Moloney Investment Co., and The

1 Hannah Co.); Pneumo Abex LLC (successor to Jensen Kelly Corporation); Ramser
2 Properties (The Ramser Family Trust, Dated September 18, 1989 and The Philip S.
3 Ramser Family Trust, Dated June 29, 1989); Textron, Inc.; Trio Metal Stamping,
4 Inc.; Tropicana Products Inc.; Yort, Inc. (f/k/a Troy Lighting, Inc., successor to
5 Trakliting, Inc.) and JJI Lighting Group, Inc. In addition, the term shall include:
6 (i) where the Settling Defendant is a corporate entity, its corporate successors; (ii)
7 where the Settling Defendant is a partnership, its partners; (iii) where the Settling
8 Defendant is an individual, that individual's heirs and beneficiaries, but only to the
9 extent that such person or entity within these three categories has no independent
10 liability for the Site other than liability derived from that person's or entity's
11 relationship to or affiliation with the Settling Defendant.

12 z. "Site" shall mean the facility, which consists of an area of
13 groundwater contamination in Los Angeles County, California, located in the
14 geographic area designated on the National Priorities List as the San Gabriel Valley
15 Superfund Site, Area 4 [see 49 Fed. Reg. 19480 (1984)], and identified as the
16 Puente Valley Operable Unit.

17 aa. "State" shall mean the State of California.

18 bb. "United States" shall mean the United States of America,
19 including its departments, agencies and instrumentalities.

20 V. REIMBURSEMENT OF RESPONSE COSTS

21 4. Payment to the EPA Hazardous Substance Superfund and to the State
22 DTSC. Settling Defendants shall pay to the EPA Hazardous Substance Superfund
23 the amount of one million and seven hundred fifty thousand dollars (\$1,750,000) in
24 reimbursement of Past Response Costs and pay to the State DTSC twelve thousand
25 dollars (\$12,000) in reimbursement of Past DTSC Response Costs. Payment shall
26 be made as follows:

27 a. Prior to execution of this Consent Decree, Settling Defendants
28 shall deposit the amount of one million six hundred and fifty-four thousand, three

1 hundred and twelve dollars (\$1,654,312) into an interest-bearing escrow account in
2 a bank or other financial institution acceptable to the United States and meeting the
3 requirements set forth in Paragraph 4.b. Settling Defendants shall notify the United
4 States of such deposit by forwarding to the DOJ by overnight mail and facsimile
5 transmission, a bank statement demonstrating that the amount of one million six
6 hundred and fifty-four thousand, three hundred and twelve dollars (\$1,654,312)
7 had been so deposited. Notice also shall be forwarded to the DOJ in accordance
8 with Paragraph 29, Section XIII (Notices and Submissions), referencing this
9 Consent Decree and DOJ Case Number 90-11-2-354/20.

10 b. The escrow account and the escrow agent shall be subject to
11 prior approval by the United States. The escrow agreement shall provide that the
12 escrow agent submit to the jurisdiction and venue of this Court. Settling
13 Defendants shall pay all costs, fees, taxes, and charges of the escrow account and
14 these amounts shall not be deducted from monies required to be paid to the United
15 States under this Consent Decree, including the interest on the monies in the
16 escrow account. Settling Defendants shall bear all risk of loss from the escrow
17 account. All funds paid into the escrow account and any interest earned in the
18 account shall remain in escrow and may not be withdrawn by any person, except
19 for the purpose of making payment to the United States or to the State DTSC as
20 required by this Consent Decree, unless Plaintiff United States withdraws its
21 consent to entry of this Consent Decree or the Court declines to enter it, in which
22 case all sums in the escrow account shall be returned to Settling Defendants.

23 c. Settling Defendants shall, through the escrow agent and within
24 ten (10) working days after entry of this Consent Decree, remit the principal of the
25 escrowed monies of \$1,642,312, together with any accrued interest thereon, to the
26 United States. Payment to the United States shall be made by FedWire Electronic
27 Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with
28 current EFT procedures, referencing the USAO File Number, EPA Region IX, the

1 Site/Spill ID Number 09-8V, and DOJ Case Number 90-11-2-354/20. Payment
2 shall be made in accordance with instructions provided to the Settling Defendants
3 by the Financial Litigation Unit of the United States Attorney's Office for the
4 Central District of California following lodging of the Consent Decree. Any
5 payments received by the Department of Justice after 4:00 p.m. Eastern Time shall
6 be credited on the next business day. Settling Defendants shall send notice to the
7 EPA and the DOJ that payment has been made in accordance with Section XIII
8 (Notices and Submissions) and to David Wood, Section Chief, (PMD-6), U.S.
9 EPA, Region IX, 75 Hawthorne Street, San Francisco, California 94105.

10 d. The balance of one hundred and seven thousand six hundred
11 and eighty-eight dollars (\$107,688) of the one million seven hundred and fifty
12 thousand dollar (\$1,750,000) payment for Past Response Costs for the EPA
13 Hazardous Substance Superfund shall be paid to the United States by Settling
14 Defendant Environmental Lighting for Architecture in two installments as follows:
15 (1) a payment of fifty-three thousand eight hundred and forty-four dollars
16 (\$53,844) plus accrued Interest on the outstanding balance from the Effective Date
17 through the date of payment, payable on or before the first anniversary of the date
18 of entry of this Consent Decree; and (2) a payment of fifty-three thousand eight
19 hundred and forty-four dollars (\$53,844) plus accrued Interest on the outstanding
20 balance from the Effective Date through the date of payment, payable on or before
21 the second anniversary of the date of entry of this Consent Decree. Payment to the
22 United States shall be made by FedWire Electronic Funds Transfer ("EFT") to the
23 U.S. Department of Justice in accordance with current EFT procedures, referencing
24 the USAO File Number, EPA Region IX, the Site/Spill ID Number 09-8V, and
25 DOJ Case Number 90-11-2-354/20. Payment shall be made in accordance with
26 instructions provided to Settling Defendant Environmental Lighting for
27 Architecture by the Financial Litigation Unit of the United States Attorney's Office
28 for the Central District of California following lodging of the Consent Decree.

1 Any payments received by the Department of Justice after 4:00 p.m. Eastern Time
2 shall be credited on the next business day. Settling Defendant Environmental
3 Lighting for Architecture shall send notice to the EPA and the DOJ that payment
4 has been made in accordance with Section XIII (Notices and Submissions) and to
5 David Wood, Section Chief, (PMD-6), U.S. EPA, Region IX, 75 Hawthorne Street,
6 San Francisco, California 94105.

7 e. The one million seven hundred and fifty thousand dollars
8 (\$1,750,000) paid by Settling Defendants to the United States shall be deposited in
9 the "San Gabriel Valley Superfund Sites, Area 4, Special Account" within the EPA
10 Hazardous Substance Superfund. This Special Account shall be retained and used
11 to conduct or finance response actions at or in connection with the Site or the San
12 Gabriel Valley Superfund Sites (Areas 1- 4), or may be transferred by the EPA
13 from this Special Account to the EPA Hazardous Substance Superfund.

14 f. Settling Defendants shall, through the escrow agent and within ten
15 (10) working days after entry of this Consent Decree, remit the principal of the
16 escrowed monies of \$12,000, together with any accrued interest thereon, to the
17 State DTSC. Payment to the State DTSC shall be made by certified check or
18 cashier's check, made payable to "Cashier of the Department of Toxic Substances
19 Control," Department of Toxic Substances Control, State of California, Accounting
20 Office, 1001 I Street, Sacramento, California 95812. Settling Defendants shall
21 send a transmittal letter with the check, referencing the San Gabriel Superfund
22 Sites, Area 4 (Puente Valley Operable Unit), Project Code No. 300346. Settling
23 Defendants also shall send notice, including a copy of the check and transmittal
24 letter, to the State DTSC as provided in Section XIII (Notices and Submissions).

25 VI. FAILURE TO COMPLY WITH REQUIREMENTS

26 5. Interest on Late Payments. In the event that any payment required
27 under Section V (Reimbursement of Response Costs) or Section VI, Paragraph 6
28 (Stipulated Penalties) is not received when due, Interest shall continue to accrue on

1 the unpaid balance through the date of payment. Settling Defendants shall be
2 jointly and severally liable for any such Interest pertaining to the payments required
3 under Section V, paragraphs 4. a. and b. (Reimbursement of Response Costs).
4 Settling Defendant Environmental Lighting for Architecture additionally shall be
5 liable for Interest on any payment which is not received as required under
6 Paragraph 4.d., Section V (Reimbursement of Response Costs), which Interest shall
7 accrue on the unpaid balance through the date of payment by Settling Defendant
8 Environmental Lighting for Architecture.

9 6. Stipulated Penalties.

10 a. Settling Defendants shall be jointly and severally liable for
11 stipulated penalties for late payments under Section V, paragraphs 4. a. and b.
12 (Reimbursement of Response Costs) and for the Interest on late payments for
13 Section V, paragraphs 4. a. and b. as required under Section VI, Paragraph 5.
14 Settling Defendant Environmental Lighting for Architecture shall be liable for
15 stipulated penalties for any late payment which is not received as required pursuant
16 to Paragraph 4.d., Section V (Reimbursement of Response Costs), in addition to the
17 Interest on late payments required under Paragraph 5. The stipulated penalties
18 shall be in the following amounts per violation per day that any such payment is
19 late:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500	1st through 14th day
\$1500	15th through 30th day
\$2500	31st day and beyond

24 Each of the payments required under Section V (Reimbursement of Response
25 Costs) shall be considered a separate violation for purposes of calculating
26 stipulated penalties under this provision.

27 b. Each Settling Defendant shall be liable for stipulated penalties
28 in the amount of \$1500 per day per violation by that Settling Defendant of the

1 provisions contained in Sections XI (Access To Information), and XII (Retention
2 of Records).

3 7. All Interest and penalties set forth under this Section shall begin to
4 accrue on the day a violation occurs, and shall continue to accrue through the final
5 day of the correction of the noncompliance. Nothing herein shall prevent the
6 simultaneous accrual of separate penalties for separate violations of this Consent
7 Decree.

8 8. Interest and stipulated penalties shall accrue as provided in Paragraphs
9 5 and 6, regardless of whether EPA or DTSC has notified Settling Defendants of
10 the violation or made a demand for payment, but need be paid only upon demand.

11 9. Interest and stipulated penalties set forth under this Section shall be
12 due and payable within 30 days of the date of demand for payment by EPA. All
13 payments to the United States under this Paragraph shall be made by certified or
14 cashier's check made payable to the "EPA Hazardous Substances Superfund," shall
15 be forwarded to the U.S. EPA, Region IX, Superfund Accounting, P.O. Box
16 360863M, Pittsburgh, PA 15251, shall indicate that payment is for Interest and/or
17 stipulated penalties, and shall reference EPA Region IX, the Site/Spill
18 Identification Numbers 09-8V, the USAO File Number, the DOJ Case Number 90-
19 11-2-354/20, and the name and address of the party(ies) making payment. Copies
20 of check(s) paid pursuant to this Paragraph, and any accompanying transmittal
21 letter(s), shall be forwarded to the DOJ and the EPA as provided in Section XIII
22 (Notices and Submissions), and to David Wood, Section Chief, (PMD-6), U.S.
23 EPA, Region IX, 75 Hawthorne Street, San Francisco, California 94105. Payment
24 to the State DTSC under this Paragraph shall be made by certified check or
25 cashier's check, made payable to "Cashier of the Department of Toxic Substances
26 Control," and shall be forwarded to the Department of Toxic Substances Control,
27 State of California, Accounting Office, 1001 I Street, Sacramento, California
28 95812. Settling Defendants shall send a transmittal letter with the check,

1 referencing the San Gabriel Superfund Sites, Area 4 (Puente Valley Operable Unit),
2 Project Code No. 300346. Settling Defendants also shall send notice, including a
3 copy of the check and transmittal letter, to the State DTSC as provided in Section
4 XIII (Notices and Submissions).

5 10. Notwithstanding any other provision of this Section, the United States
6 and/or the State DTSC may, in its unreviewable discretion, waive any portion of
7 Interest or stipulated penalties that have accrued pursuant to this Consent Decree.

8 11. Payments made under Paragraphs 5 through 9 shall be in addition to
9 any other remedies or sanctions available to Plaintiffs by virtue of any Settling
10 Defendant's failure to comply with the requirements of this Consent Decree.

11 12. If the United States and/or the State DTSC brings an action against
12 any Settling Defendant(s) to enforce this Consent Decree, such Settling
13 Defendant(s) shall reimburse the United States and/or the State DTSC for all costs
14 of such action, including but not limited to costs of attorney time.

15 **VII. COVENANT NOT TO SUE BY PLAINTIFFS**

16 13. Covenant Not to Sue. Except as specifically provided in Paragraph 14
17 (Reservation of Rights), and except with regard to Settling Defendant Exide
18 Technologies, Inc. (GNB Batteries, Inc.), Plaintiffs covenant not to sue or to take
19 administrative action against Settling Defendants for performance of Response
20 Work, Past Response Costs, Future Response Costs, Past DTSC Response Costs,
21 and Future DTSC Response Costs, pursuant to Section 7003 of RCRA, 42 U.S.C. §
22 6973, or Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a).
23 This covenant shall take effect upon receipt by Plaintiffs of the payments set forth
24 in Paragraph 4. This covenant is conditioned upon Settling Defendants'
25 satisfactory performance of their obligations under this Consent Decree. This
26 covenant extends only to Settling Defendants other than Settling Defendant Exide
27 Technologies, Inc. (GNB Batteries, Inc.) , and does not extend to any other person.
28 Settling Defendant Environmental Lighting for Architecture's covenant is further

1 conditioned upon its satisfactory performance of its obligations under Paragraph 4.
2 d. of this Consent Decree. Except as specifically provided in Paragraph 14
3 (Reservation of Rights), with regard to Settling Defendant Exide Technologies,
4 Inc. (GNB Batteries, Inc.), Plaintiffs covenant not to sue or to take administrative
5 action against Defendant Exide Technologies, Inc. (GNB Batteries, Inc.) for
6 Future Response Costs and Future DTSC Response Costs, pursuant to Section
7 7003 of RCRA, 42 U.S.C. § 6973, or Sections 106 and 107(a) of CERCLA, 42
8 U.S.C. §§ 9606 and 9607(a) related to the GNB Battery facility located at 14500
9 Nelson Avenue, City of Industry, California, 91744.

10 14. Reservation of Rights. The covenant not to sue set forth in Paragraph
11 13 does not pertain to any matters other than those expressly specified therein. The
12 Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against
13 Settling Defendants with respect to other matters, including but not limited to:

- 14 a. liability for failure by any Settling Defendant(s) to meet a
15 requirement of this Consent Decree;
- 16 b. liability for damages for injury to, destruction of, or loss of
17 natural resources, and for the costs of any natural resource damage assessments;
- 18 c. criminal liability; and
- 19 d. liability for response actions and response costs incurred or to
20 be incurred by the United States and/or DTSC not covered as "matters addressed"
21 as set forth in Paragraph 18 of this Consent Decree, including liability for response
22 actions and response costs for any EPA Final Record of Decision issued pertaining
23 to the Site.

24 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

25 15. Settling Defendants covenant not to sue and agree not to assert any
26 claims or causes of action against Plaintiffs or their contractors or employees with
27 respect to Response Work, Past Response Costs, Future Response Costs, Past
28 DTSC Response Costs, and Future DTSC Response Costs, as set forth in this

1 Consent Decree, including but not limited to:

2 a. any direct or indirect claims for reimbursement from the
3 Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or
4 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other
5 provision of law;

6 b. any claims arising out of costs or response actions at or in
7 connection with the Site, including any claim under the United States Constitution,
8 the California Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to
9 Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

10 c. any claims against the United States pursuant to Sections 107
11 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, related to the Site.

12 Settling Defendants covenant not to sue each other for claims or
13 causes of action concerning Response Work, Past Response Costs, Future
14 Response Costs, Past DTSC Response Costs, and Future DTSC Response Costs,
15 as set forth in this Consent Decree. Remedial investigation and feasibility study
16 costs are included within those claims and actions about which Settling
17 Defendants' have covenanted not to sue each other.

18 16. Nothing in this Consent Decree shall be deemed to constitute approval
19 or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42
20 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

21 **IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

22 17. Nothing in this Consent Decree shall be construed to create any rights
23 in, or grant any cause of action to, any person not a Party to this Consent Decree.
24 Each of the Parties expressly reserves any and all rights (including, but not limited
25 to, any right to contribution), defenses, claims, demands, and causes of action
26 which each Party may have with respect to any matter, transaction, or occurrence
27 relating in any way to the Site against any person not a Party hereto.

28 18. The Parties agree that in consideration of the payment made by

1 Settling Defendants and the execution of this Consent Decree, with the exception
2 of Settling Defendant Exide (GNB Batteries, Inc.), Settling Defendants have
3 resolved their liability to Plaintiffs and are entitled to protection from contribution
4 actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §
5 9613(f)(2), for "matters addressed" in this Consent Decree, conditioned only upon
6 entry of this Consent Decree. Settling Defendant Environmental Lighting for
7 Architecture's protection from contribution actions or claims is further conditioned
8 upon its satisfactory performance of its obligations under Paragraph 4.d. of this
9 Consent Decree. The "matters addressed" in this Consent Decree are: Response
10 Work; Past Response Costs; Future Response Costs; Past DTSC Response Costs;
11 and Future DTSC Response Costs. The "matters addressed" exclude those
12 response actions and response costs to which Plaintiffs have reserved their rights
13 under this Consent Decree. Plaintiffs and Settling Defendant Exide Technologies,
14 Inc. (GNB Batteries, Inc.) agree that in consideration for payment made by Settling
15 Defendant Exide Technologies, Inc. (GNB Batteries, Inc.) and the execution of this
16 Consent Decree, Settling Defendant Exide Technologies, Inc. (GNB Batteries, Inc.)
17 is entitled to protection from contribution actions or claims as provided by Section
18 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), only for the matters of Future
19 Response Costs and Future DTSC Response Costs related to the GNB Battery
20 facility located at 14500 Nelson Avenue, City of Industry, California, 91744
21 addressed in this Consent Decree.

22 19. Each Settling Defendant agrees that, with respect to any suit or claim
23 for contribution brought by it for matters related to this Consent Decree, it will
24 notify the DOJ, the EPA, and the State DTSC in writing not later than sixty (60)
25 days prior to the initiation of such suit or claim. Each Settling Defendant also
26 agrees that, with respect to any suit or claim for contribution brought against it for
27 matters related to this Consent Decree, it will notify the DOJ, EPA, and the State
28 DTSC in writing within ten (10) days of service of the complaint or claims upon it.

1 In addition, each Settling Defendant shall notify the DOJ, EPA, and the State
2 DTSC within ten (10) days of service or receipt of any motion for summary
3 judgment or any order from a court setting a case for trial, for matters related to this
4 Consent Decree.

5 20. In any subsequent administrative or judicial proceeding initiated by
6 the United States or the State of California for injunctive relief, recovery of
7 response costs, or other relief relating to the Site, Settling Defendants shall not
8 assert, and may not maintain, any defense or claims based upon the principles of
9 waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other
10 defenses based upon any contention that the claims raised by the United States or
11 the State of California in the subsequent proceeding were or should have been
12 brought in the instant case; provided, however, that nothing in this Paragraph
13 affects the enforceability of the Covenant Not to Sue by Plaintiffs set forth in
14 Section VII.

15 X. SITE ACCESS

16 21. Commencing upon the date of lodging of this Consent Decree, each
17 Owner Settling Defendant agrees to provide the United States and the State of
18 California and their representatives, including the EPA, the DTSC, and the Los
19 Angeles Regional Water Quality Control Board, and their contractors, access at all
20 reasonable times to the property within the Site owned or controlled by that Owner
21 Settling Defendant to which access is determined by the EPA or the State of
22 California to be required for the implementation of this Consent Decree, or for the
23 purpose of conducting any response activity related to the Site, including but not
24 limited to:

25 a. Monitoring of investigation, removal, remedial or other
26 activities at the Site;

27 b. Verifying any data or information submitted to the United States
28 or the State of California;

- 1 c. Conducting investigations relating to contamination at or near
2 the Site;
- 3 d. Obtaining samples;
- 4 e. Assessing the need for, planning, or implementing response
5 actions at or near the Site; and
- 6 f. Inspecting and copying records, operating logs, contracts, or
7 other documents maintained or generated by Settling Defendants or their agents,
8 consistent with Section XI (Access to Information).

9 22. Notwithstanding any provision of this Consent Decree, the United
10 States and the State of California retain all of their access authorities and rights,
11 including enforcement authorities related thereto, under CERCLA, the Resource
12 Conservation and Recovery Act, 42 U.S.C. § 6927, and any other applicable
13 statutes or regulations.

14 **XI. ACCESS TO INFORMATION**

15 23. Settling Defendants shall provide to Plaintiffs, upon request, copies of
16 all documents and information within their possession or control or that of their
17 contractors or agents relating in any manner to response actions taken at the Site or
18 the liability of any person for response actions conducted and to be conducted at
19 the Site, including, but not limited to, sampling, analysis, chain of custody records,
20 manifests, trucking logs, receipts, reports, sample traffic routing, correspondence,
21 or other documents or information related to the Site.

22 24. Confidential Business Information and Privileged Documents.

23 a. Settling Defendants may assert business confidentiality claims
24 covering part or all of the documents or information submitted to Plaintiffs under
25 this Consent Decree to the extent permitted by and in accordance with Section
26 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b).
27 Documents or information determined to be confidential by Plaintiffs will be
28 accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of

1 confidentiality accompanies documents or information when they are submitted to
2 the Plaintiffs, or if Plaintiffs have notified Settling Defendants that the documents
3 or information are not confidential under the standards of Section 104(e)(7) of
4 CERCLA, the public may be given access to such documents or information
5 without further notice to Settling Defendants.

6 b. Settling Defendants may assert that certain documents, records
7 or other information are privileged under the attorney-client privilege, any other
8 privilege recognized by federal law. If Settling Defendants assert such a privilege
9 in lieu of providing documents, they shall provide Plaintiff with the following:

10 1) the title of the document, record, or information; 2) the date of the document,
11 record, or information; 3) the name and title of the author of the document, record,
12 or information; 4) the name and title of each addressee and recipient; 5) a
13 description of the subject of the document, record or information; and 6) the
14 privilege asserted. However, no documents, reports, or other information created
15 or generated pursuant to the requirements of this or any other consent decree with
16 Plaintiffs shall be withheld on the grounds that they are privileged. If a claim of
17 privilege applies only to a portion of a document, the document shall be provided
18 to Plaintiffs in redacted form to mask the privileged information only. Settling
19 Defendants shall retain all records and documents that they claim to be privileged
20 until Plaintiffs have had a reasonable opportunity to dispute the privilege claim and
21 any such dispute has been resolved in the Settling Defendants' favor.

22 25. No claim of confidentiality shall be made with respect to any data,
23 including but not limited to, all sampling, analytical, monitoring, hydrogeologic,
24 scientific, chemical, or engineering data, or any other documents or information
25 evidencing conditions at or around the Site.

26 **XII. RETENTION OF RECORDS**

27 26. Until ten (10) years after the entry of this Consent Decree, each
28 Settling Defendant shall preserve and retain all records and documents now in its

1 possession or control, or which come into its possession or control thereafter, that
2 relate in any manner to response actions taken at the Site or the liability of any
3 person for response actions conducted and to be conducted at the Site, regardless of
4 any corporate retention policy to the contrary. After five (5) years, each Settling
5 Defendant may contact the EPA in writing to request instructions as to whether
6 such records and documents shall be maintained for the remaining five (5) year
7 retention period, or whether such records and documents may be discarded. No
8 retained records or documents shall be disposed of prior to the ten year retention
9 period, unless a Settling Defendant receives instructions from the EPA specifically
10 permitting that Settling Defendant to dispose of such records and documents.²⁷

11 After the conclusion of the ten (10) year document retention period in the
12 preceding Paragraph, Settling Defendants shall notify the EPA and the DOJ at least
13 ninety (90) days prior to the destruction of any such records or documents, and,
14 upon request by the EPA or the DOJ, Settling Defendants shall deliver any such
15 records or documents to EPA subject to the same privilege provisions set forth in
16 Section XI (Access To Information).

17 28. By signing this Consent Decree, each Settling Defendant certifies
18 individually that, after thorough inquiry, to the best of its knowledge and belief, it
19 has not altered, mutilated, discarded, destroyed, or otherwise disposed of any
20 records, documents, or other information relating to its potential liability regarding
21 the Site, after notification of potential liability or the filing of a suit against the
22 Settling Defendant regarding the Site; and that it has fully complied with any and
23 all EPA requests for information regarding the Site pursuant to Section 104(e) and
24 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of
25 RCRA, 42 U.S.C. § 6927.

26 **XIII. NOTICES AND SUBMISSIONS**

27 29. Whenever, under the terms of this Consent Decree, notice is required
28 to be given or a document is required to be forwarded by one party to another, it

1 shall be directed to the individuals at the addresses specified below, unless those
2 individuals or their successors give notice of a change to the other Parties in
3 writing. Written notice as specified herein shall constitute complete satisfaction of
4 any written notice requirement of the Consent Decree with respect to the United
5 States (the DOJ and the EPA), the State of California Department of Toxic
6 Substances Control, and Settling Defendants, respectively.

7 As to the United States:

8 As to DOJ:

9 Bruce S. Gelber
10 Chief, Environmental Enforcement Section
11 Environment and Natural Resources Division
12 U.S. Department of Justice (DJ # 90-11-2-354/20)
13 P.O. Box 7611
14 Washington, D.C. 20044-7611

12 Elise S. Feldman
13 Trial Attorney
14 Environmental Enforcement Section
15 Environment & Natural Resources Division
16 United States Department of Justice
17 301 Howard Street, Suite 1050
18 San Francisco, CA 94105

16 As to EPA:

17 Dustin Minor (ORC-3)
18 Senior Counsel
19 U.S. Environmental Protection Agency, Region IX
20 75 Hawthorne Street
21 San Francisco, California 94105

20 As to the State of California Department of Toxic Substances Control:

21 Ann Rushton
22 Deputy Attorney General, Environment Section
23 California Department of Justice
24 300 South Spring Street
25 Los Angeles, California 90013

25 Jacalyn Spizman
26 Project Manager, Site Mitigation Branch
27 Department of Toxic Substances Control, Region 3
28 5796 Corporate Avenue
Cypress, California 90630

1 As to Settling Defendants:

2 See Attorneys and Pro Se for Defendants, listed at the beginning of this document.

3 Any Settling Defendant may change the identity or contact information for
4 its agent at any time by written notice to the Court and to the United States. Each
5 Settling Defendant hereby waives notice of any such changes submitted by other
6 Settling Defendants.

7 **XIV. RETENTION OF JURISDICTION**

8 30. This Court shall retain jurisdiction over this matter for the purpose of
9 interpreting and enforcing the terms of this Consent Decree.

10 **XV. INTEGRATION**

11 31. This Consent Decree constitutes the final, complete and exclusive
12 agreement and understanding among the Parties with respect to the settlement
13 embodied in this Consent Decree. The Parties acknowledge that there are no
14 representations, agreements or understandings relating to the settlement other than
15 those expressly contained in this Consent Decree.

16 **XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

17 32. This Consent Decree shall be lodged with the Court for a period of not
18 less than thirty (30) days for public notice and comment. The United States
19 reserves the right to withdraw or withhold its consent if the comments regarding
20 the Consent Decree disclose facts or considerations which indicate that this
21 Consent Decree is inappropriate, improper, or inadequate. Settling Defendants
22 consent to the entry of this Consent Decree without further notice.

23 33. If for any reason this Court should decline to approve this Consent
24 Decree in the form presented, this agreement is voidable at the sole discretion of
25 any party and the terms of the agreement may not be used as evidence in any
26 litigation between the Parties.

27 **XVII. EFFECTIVE DATE**

28 34. The Effective Date of this Consent Decree shall be the date upon

1 which it is entered by the Court.

2 **XVIII. SIGNATORIES/SERVICE**

3 35. Each undersigned representative of a Settling Defendant to this
4 Consent Decree, the Assistant Attorney General for the Environment and Natural
5 Resources Division of the United States Department of Justice, and the Deputy
6 Attorney General and Chief of Operations, Southern California Cleanup Operations
7 Branch Cypress Office, together, for the State of California, certifies that he or she
8 is authorized to enter into the terms and conditions of this Consent Decree and to
9 execute and bind legally such Party to this document.

10 36. Each Settling Defendant hereby agrees not to oppose entry of this
11 Consent Decree by this Court or to challenge any provision of this Consent Decree,
12 unless the United States has notified Settling Defendants in writing that it no longer
13 supports entry of the Consent Decree.

14 37. Each Settling Defendant shall identify, on the attached signature page,
15 the name and address of an agent who is authorized to accept service of process by
16 mail on behalf of that Party with respect to all matters arising under or relating to
17 this Consent Decree. If no agent is specified, the attorneys and Pro Se for
18 Defendants listed at the beginning of this document shall be deemed to be the agent
19 authorized to accept service at the address listed. Settling Defendants hereby agree
20 to accept service in that manner and to waive the formal service requirements set
21 forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local
22 rules of this Court, including but not limited to, service of a summons.

23 **XIX. FINAL JUDGMENT**

24 38. Upon approval and entry of this Consent Decree by this Court, this
25 Consent Decree shall constitute a final judgment between and among the United
26 States, the State of California DTSC, and Settling Defendants. The Court finds that
27 there is no just reason for delay and therefore enters this judgment as the final
28 judgment under Fed. R. Civ. P. 54 and 58.

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SO ORDERED THIS ____ DAY OF _____, _____.

United States District Judge

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR THE UNITED STATES OF AMERICA
6

7
8 Dated: 22 October 2007

9 RONALD V. TENPAS
10 Acting Assistant Attorney General
11 Environment & Natural Resources Division
12 United States Department of Justice

13 Dated: 23 October 2007

14 ELISE S. FELDMAN
15 ELIZABETH F. KROOP
16 Trial Attorneys
17 Environmental Enforcement Section
18 Environment & Natural Resources Division
19 United States Department of Justice
20 P.O. Box 7611
21 Washington, D.C. 20044
22 Telephone: (415) 744-6470
23 Telecopier: (415) 744-6476
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27
28

1 Dated: 8/21/07
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KEITH TAKATA
Director
Superfund Division
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

8 Dated: July 28, 2007
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DUSTIN MINOR
Senior Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR THE STATE OF CALIFORNIA
6 DEPARTMENT OF TOXIC
7 SUBSTANCES CONTROL

8 Dated: 7/12/07

9 THOMAS COTÁ
10 Chief, Southern California
11 Cleanup Operations Branch
12 Cypress Office
13 5796 Corporate Avenue
14 Cypress, CA 90630

15
16 Dated: 7-16-07

17 ANN RUSHTON
18 Deputy Attorney General
19 Environment Section
20 California Department of Justice
21 300 South Spring Street
22 Los Angeles, California 90013
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THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
Valley Operable Unit.

FOR MACKLANBURG-DUNCAN
COMPANY OF CALIFORNIA, INC.

Dated: _____

LOREN PLOTKIN
President
Macklanburg-Duncan Company
of California, Inc.
P.O. Box 25188
Oklahoma City, OK 73125-0188
Telephone: 405-528-4411
Telecopier: 405-557-3749

Name and address of agent authorized
to receive service of process pursuant to
Paragraph 37:

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR EXIDE TECHNOLOGIES, INC.

5
6 Dated: 5/23/2007

7 MARK W. CUMMINGS
8 Vice President - Global
9 Environmental, Health & Safety
10 Exide Technologies, Inc.
11 13000 Deerfield Parkway, Building 200
12 Alpharetta, GA 30004-8532
13 Telephone: (678) 566-9280
14 Telecopier: (678) 566-9638

15 Name and address of agent authorized
16 to receive service of process pursuant to
17 Paragraph 37:

18 William W. Groves, Assistant General
19 Counsel and Assistant Secretary
20 Exide Technologies
21 13000 Deerfield Parkway, Building 200
22 Alpharetta, GA 30004-8532
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1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR YORT, INC.
5 (f/k/a TROY LIGHTING, INC., successor
6 to TRAKLITING, INC.) and
7 JJI LIGHTING GROUP, INC.

8 Dated: 4/23/07

9 JAMES F. HAWORTH
10 President and General Manager
11 JJI Lighting Group, Inc.
12 11500 Melrose Avenue
13 Franklin Park, Illinois 60131
14 Telephone: 847-916-8100
15 Telecopier: 847-455-0954

16 Name and address of agent authorized
17 to receive service of process pursuant to
18 Paragraph 37:
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1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR TROPICANA PRODUCTS, INC.

5 Dated: 6/14/07

6 LARS S. JOHNSON
7 Assistant Secretary
8 Tropicana Products, Inc.
9 c/o PepsiCo Foods and Beverages
10 555 West Monroe Street
11 Mail Code 11-12
12 Chicago, Illinois 60661
13 Telephone: 312-821-2407
14 Telecopier: 312-821-1316

15 Name and address of agent authorized
16 to receive service of process pursuant to
17 Paragraph 37:

18 C.T. CORPORATION

19 208 S. LaSalle,

20 Suite 814

21 Chicago, IL 60604
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR TEXTRON, INC.

5
6
7 Dated: 4/10/07

JAMIESON SCHIFF
Assistant General Counsel
Textron Inc.
40 Westminster Street 15th Floor
Providence, RI 02903
Telephone: 401-457-2422
Telecopier: 401-457-2460

11
12 Name and address of agent authorized
13 to receive service of process pursuant to
14 Paragraph 37:

15 Patricia Bisshopp

16 Textron Inc

17 40 Westminster St

18 Providence RI

19 02903
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1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR CREFTCON INDUSTRIES

6 Dated: 4-12-07

7 MARY BUTLER
8 President
9 Creftcon Industries
10 900 Ajax Avenue
11 City of Industry, CA 91749
12 Telephone: 626-964-6531
13 Telecopier: 626-964-3964

14 Name and address of agent authorized
15 to receive service of process pursuant to
16 Paragraph 37:
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1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR GREAT LAKES CHEMICAL CORPORATION
6 (successor in interest to Hydrotech Chemical Company)
7

8 Dated: _____

9 Barry J. Shaughan
10 Vice President and Secretary
11 Great Lakes Chemical Corporation
12 199 Benson Road
13 Middlebury, CT 06749
14 Telephone: 203-573-2000
15 Telecopier: 203-573-3118

16 Name and address of agent authorized
17 to receive service of process pursuant to
18 Paragraph 37:

19 Corporation Service Co.

20 2711 Centerville Rd.

21 Suite 400

22 Wilmington, DE 19808
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR PNEUMO ABEX LLC
5 (successor in interest to Jensen-Kelly Corporation)

6
7 Dated: April 6, 2007

8 Dexter Kenfield
9 Vice President
10 Pneumo Abex LLC (Successor in interest to Jensen-
11 Kelly Corporation)
12 35 East 62nd Street
13 New York, NY 10021
14 Telephone: 212-572-5155
15 Telecopier: 212-572-5157

16 Name and address of agent authorized
17 to receive service of process pursuant to
18 Paragraph 37:

19 President

20 Pneumo Abex LLC

21 35 E. 62nd Street

22 New York, NY 10021
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR RAMSER PROPERTIES //

5
6 Dated: 4/23/07 _____ //

7 Dated: 4/23/07 _____

8 The Ramser Family Trust, Dated September 18, 1989
9 Harold C. Ramser Jr. and Amalia F. Ramser, Co-Trustees
10 9100 Avenida La Cresta
11 Murrieta, CA 92562
12 Telephone: 951-677-3978
13 Telecopier: 951-698-5437

14 Dated: _____

15 Dated: _____

16 The Philip S. Ramser Family Trust, Dated June 29, 1989
17 Philip Ramser Sr. and Patricia M. Ramser, Co-Trustees
18 1529 Lincoln Lane
19 Newport Beach, CA 92661
20 Telephone: (H) 949-642-8808; (O) 949-475-4007
21 Telecopier: (O) 949-475-4009

22 Name and address of agent authorized
23 to receive service of process pursuant to
24 Paragraph 37:
25 _____
26 _____
27 _____
28 _____

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR RAMSER PROPERTIES

5
6 Dated: _____

7 Dated: _____

8 The Ramser Family Trust, Dated September 18, 1989
9 Harold C. Ramser Jr. and Amalia F. Ramser, Co-Trustees
10 9100 Avenida La Cresta
11 Murrieta, CA 92562
12 Telephone: 951-677-3978
13 Telecopier: 951-698-5437

14 Dated: 04-24-07 _____

15 Dated: 04-24-07 _____

16 The Philip S. Ramser Family Trust, Dated June 29, 1989
17 Philip Ramser Sr. and Patricia M. Ramser, Co-Trustees
18 1529 Lincoln Lane
19 Newport Beach, CA 92661
20 Telephone: (H) 949-642-8808; (O) 949-475-4007
21 Telecopier: (O) 949-475-4009

22 Name and address of agent authorized
23 to receive service of process pursuant to
24 Paragraph 37:
25
26
27
28

(f/k/a COMMERCE CHEMICAL COMPANY)

Dated: Nov. 20, 2007

CRAIG N. THATCHER
Thatcher Company of California
(f/k/a Commerce Chemical Company)
1905 Fortune Road
PO Box 27407
Salt Lake City, UTAH 84127
Telephone: 801-972-4587 Ext. 1440
Telecopier: 801-972-4606

Name and address of agent authorized
to receive service of process pursuant to
Paragraph 37:

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR E.W. SMITH CHEMICAL COMPANY

6
7 Dated: 6/25/07

8 GAYLE D. LEWIS

9 Owner

E.W. Smith Chemical Company

4738 Murrieta Street

Chino, CA 91710

Telephone: (909) 590-9717

Telecopier: (909) 590-0846

11
12 Name and address of agent authorized
13 to receive service of process pursuant to
14 Paragraph 37:

15 Mr. Josh O. Maiden

16 % Reed Smith LLP

17 2 Embarcadero Center, Suite 2000

18 San Francisco, CA 94111-3722

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.
4

5
6 FOR TRIO METAL STAMPING, INC.
7

8 Dated: 6-01-07

9 DAMIAN E. RICKARD
10 Trio Metal Stamping, Inc.
11 President
12 15318 East Proctor Avenue
13 City of Industry, CA 91745
14 Telephone: (626) 336-1228
15 Telecopier: (626) 336-2130

16 Name and address of agent authorized
17 to receive service of process pursuant to
18 Paragraph 37:
19

20 Todd O. Maiden

21 Reed Smith LLP

22 2 Embarcadero Center, ste. 2000

23 San Francisco, CA 94111
24
25
26
27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4
5 FOR ENVIRONMENTAL LIGHTING
6 FOR ARCHITECTURE, INC.

7 Dated: 5-17-01

8 ELSIE U. DAHLIN
9 President
10 Environmental Lighting for Architecture, Inc. 17891
11 Arenth Avenue
12 City of Industry, California
13 Telephone: (626) 965-0821
14 Telecopier: (626) 965-9494

15 Name and address of agent authorized
16 to receive service of process pursuant to
17 Paragraph 37:

18 Todd O. Maiden

19 Reed Smith LLP

20 Two Embarcadero Center

21 Suite 2000

22 San Francisco, CA 94111-3922

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente
3 Valley Operable Unit.

4 FOR OLTMANS INTEREST
5 (Oltmans Construction Co., Oltmans Investment
6 Company LLC, Moloney Investment Co., and The
7 Hannah Co.)

8 Dated: 5-22-07

9 Oltmans Construction Co.,
10 a California general partnership
11 J.O. Oltmans II, Chairman and CEO
12 10005 Mission Mill Road
13 Whittier, CA 90601
14 Telephone: 562-948-4242
15 Fax: 562-695-2939

16 Dated: 5-22-07

17 Oltmans Investment Company LLC,
18 a Delaware limited liability company
19 J.O. Oltmans II, Chairman and CEO
20 10005 Mission Mill Road
21 Whittier, CA 90601
22 Telephone: 562-948-4242
23 Fax: 562-695-2939

24 Dated: 5/24/07

25 Moloney Investment Co.,
26 a California general partnership
27 Louanne Holland, Managing General Partner
28 342 Sterling Road
Kenilworth, IL 60043
Telephone: 847-251-1251
Telecopier: not applicable

Dated: 5/24/07

The Hannah Co.,
a California general partnership
Louanne Holland, Managing General Partner
342 Sterling Road
Kenilworth, IL 60043
Telephone: 847-251-1251
Telecopier: not applicable

Name and address of agent authorized
to receive service of process (continued)